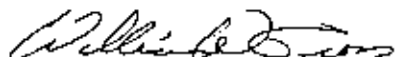


REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON, D.C. 20210



William W. Gross
Director

Division of
Wage Determinations

Wage Determination No.: 2001-0455
Revision No.: 1
Date of Last Revision: 10/01/2001

States: Maryland, South Carolina, Virginia

Area: Maryland Counties of Baltimore, Prince George's
South Carolina Counties of Anderson, Richland
Virginia Counties of Alexandria, Newport News, Norfolk

Employed on contract for Court Security Officers Services.

In accordance with Sections 2(a) and 4(c) of the Service Contract Act, as amended, employees employed by the contractor(s) in performing services covered by the Collective Bargaining Agreement(s) are to be paid wage rates and fringe benefits set forth in the current collective bargaining agreement and modified extension agreement(s).

Collective Bargaining Agreement between United International Investigative Services, Inc. and Federation of Police, Security and Correction Officers (FOPSCO/AFSPA) effective April 1, 1999 through September 30, 2003

AGREEMENT
Between
Federation of
Police, Security and Correction Officers
(FOPSCO/AFSPA)

and

United International Investigative Services, INC.

April 1, 1999

Through

September 30, 2003

TABLE OF CONTENTS

<u>Articles</u>	<u>PAGE</u>
Preamble	3
1. Bargaining Unit	3
2. Bargaining Obligations	3
3. Management's Retained Rights	4
4. Classifications	4
5. Savings Clause	5
6. Equal Opportunity (Non-Discrimination)	5
7. Trial Period-Notification	5
8. Seniority	6
9. Discharges	8
10. Grievance And Arbitration Procedures	8
11. Disciplinary Action	11
12. Overtime	11
13. Wages	12
14. Leave of Absence	13
15. Bulletin Board	13
16. Bereavement Leave	14
17. Temporary Assignments	14
18. Holidays	15
19. Vacations	15
20. Sick/Personal Leave Benefits	16
21. Jury Service	17
22. Stewards	17
23. Physical Examinations	18
24. Union Security and Membership	18
25. Strikes and Lock-Outs	19
26. Health and Welfare	19
27. Re-Negotiations	20
28. Terms of Agreement	20
Appendix A	21

This Agreement entered into this 26th day of May 1999, by and between UNITED

INTERNATIONAL INVESTIGATIVE SERVICES, INC. (herein the "Company") and the Federation of Police, Security and Correction Officers, (FOPSCO), Baltimore, Greenbelt and Hyattsville, MD – Local Chapter, Alexandria, VA – Local Chapter, Norfolk & Newport News, VA – Local Chapter, Columbia, SC – Local Chapter, Florence, SC – Local Chapter, Anderson, SC – Local Chapter (herein the "Union") as follows:

ARTICLE #1

BARGAINING UNIT

This agreement is entered between United International Investigation after referred to as the Company) and the Federation of Police, Security and Correction Officers, (FOPSCO), Baltimore Local Chapter (hereinafter referred to as the Union). The company recognizes the Union as the sole and exclusive bargaining representative for the purpose of collective bargaining as defined in the National Labor Relations Act.

The unit is defined as all full-time and part-time Federal Court Security Officers and Lead Federal Court Security Officers employed by the Company on the 4th Circuit in the State of Maryland, excluding all other employees including, office clerical employees and professional employees as defined in the National Labor Relations Act.

This agreement shall be binding upon both parties, their successors and assigns. In the event of a sale or transfer of the business of the employer, or any part thereof, the purchaser or transferee shall be bound by this agreement.

ARTICLE #2

BARGAINING OBLIGATIONS

A. **Obligation to Bargain.** The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining; that all such subjects were discussed and negotiated upon; and that the Agreements contained herein were arrived at after the free exercise of such rights and opportunities.

B. **Separability.** In the event that a provision of this Agreement is held to be unlawful by a court of final jurisdiction or is rendered unlawful by a state or federal statute, all other provisions of this Agreement shall remain in full force and effect. In the event a provision of this Agreement becomes unlawful by such judicial or legislative action, the parties shall meet for the limited purpose of negotiating a substitute for said affected clause.

ARTICLE #3

MANAGEMENT'S RETAINED RIGHTS

Section 1

Management of the business and direction of the security force are exclusively the right of management.

These rights include the right to:

- A. Hire;
- B. Assign work;
- C. Promote, demote;
- D. Discharge, disciplines, or suspends for just cause;
- E. Require employees to observe reasonable Employer rules and regulations, determine when overtime shall be worked.
- F. Determine the qualifications of an employee to perform work.

Section 2

Any of the rights, power or authority the Company had prior to the signing of this Agreement are retained by the Company except those specifically abridged or modified by this Agreement and any supplemental Agreements that may hereafter be made. The Company's failure to exercise any function reserved to it shall not be deemed a waiver of any such rights.

ARTICLE #4

CLASSIFICATIONS

- A. Full-time employees are those employees who regularly work an average of Twenty (20) hours or more a week.
- B. Part-time employees are those employees who regularly work less than an average of Twenty (20) hours a week. Part-time employees are eligible for holiday pay, and Vacation leave benefits, and all other benefits on a pro-rata basis to the hours they are regularly scheduled to work.
- C. Employees covered by this Agreement shall not be required to deliver office supplies, furniture, equipment or distribution that does not pertain to normal assigned duties.
- D. Employees covered by this Agreement shall not be required to perform janitorial services other than picking up after themselves.

ARTICLE #5

SAVINGS CLAUSE

Should any part of this Agreement or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by a decree of any court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof. Remaining parts or provisions shall remain in full force and effect.

ARTICLE #6

EQUAL OPPORTUNITY (NON-DISCRIMINATION)

In connection with the performance of work under this Agreement, the Company and the Union agree not to discriminate against any employee or applicant for employment because of race, religion, color, sex, age, or national origin. The aforesaid provision shall include, but not be limited to the following: employment, upgrading, promotion, demotion, or transfer, and selection for training.

The parties agree to comply with all applicable Federal laws and Executive orders pertaining to non-discrimination and equal opportunity in employment. The Company and the Union agree to post in conspicuous places, available for employees and applicants for employment, notices provided by the appropriate contractual regulatory agencies setting forth the provisions of the equal opportunity requirements.

The provisions of this article will not operate to invalidate any other term or condition of this Agreement.

The Company and Union agree not to discriminate against an employee because of employee's exercise of the rights guaranteed in Section 7 of the National Labor Relations Act, as amended.

ARTICLE #7

TRIAL PERIOD-NOTIFICATION

A. Each newly hired employee shall be considered a probationary employee of the Company or predecessor company during their first ninety (90) days of employment, to be engaged for a probationary period, during which they may be discharged without regard to cause and without recourse to the grievance procedures of this Agreement. After the probationary period, the new employee shall be considered a regular employee and shall

accrue seniority from the date of his hire.

B. The Employer shall notify the Union on request of all new employees hired and of all employees terminated, setting forth their address and job classification and department.

ARTICLE #8

SENIORITY

1. Seniority for all purposes shall mean the total length of time the employee has been employed by the Company and predecessor companies under the United States Marshals, Federal Court Security Officers Program. Full-time employees and part-time employees shall be placed on separate seniority lists.
2. Part-time employees will have seniority only among the part-time employees. Any part-time employee who becomes a full-time employee will be placed on the seniority list for full-time employees in accordance with the date they became a full-time employee if they have completed the equivalent of the ninety (90) day probationary period.
3. Full-time employees, after completing the probationary period, who are thereafter placed on part-time work with the Company, will retain their full-time seniority; however, they shall not accumulate additional full-time seniority while working as part-time employees. If they later return to full-time employment, they will return to a position on the seniority list to which their full-time seniority does entitle them.
4. In event of a lay-off or recall from lay-off, seniority shall control, provided the senior employee is capable of performing the available work. The employee with the least seniority shall be laid off first and recall will be in the inverse of lay-off. It is understood that probationary employees will be laid off before employees with seniority.
5. It is the responsibility of the laid off employee to keep the Company advised by certified mail of any changes in their mailing address. The employee shall reply to the Company their intent to return to work within seventy-two (72) hours after receipt of certified notice from the Company of recall. The employee will then have a maximum of five (5) calendar days to report for duty.
6. An employee who is unable to report to work because of a non-occupational injury or illness shall retain their seniority for one (1) year, except that they shall be subject to lay-off according to their seniority. Employees who are unable to report to work because of an occupational injury or illness shall retain their seniority during the term of their disability, except they shall be subject to lay-off according to their seniority.
7. An employee's seniority shall be terminated upon the occurrence of any of the following events:

- Employee is discharged for just cause;
- Employee voluntarily quits;
- Employee has failed to express his or her intent to return to work, and/or does not return to work in accordance with the requirements in this article;
- Employee fails to report to work for two (2) consecutive scheduled days without notifying the Company, except in case of circumstances beyond his or her control;
- An employee transfers out of the bargaining unit, except as provided in this article.

8. An employee who accepts a permanent management position with the Company shall retain the seniority the employee had at the date of the promotion to management, but shall not accumulate additional seniority while in that capacity. If the employee returns to the bargaining unit, the employee will return to a position on the seniority list to which their retained seniority entitles them.

9. The Company shall prepare an up-to-date seniority list, which shall be posted on the furnished bulletin boards, and the Company shall furnish to the Union a duplicate copy of such seniority list, advising monthly of any additions or deletions thereto.

10. It is understood senior employees shall have preference of assignments to shifts and days off. An employee may file with the Company a written request for a change of shift or days off. The time and date of the filing shall be noted on the face of the request and the Company shall maintain them. When the Company does determine that an opening exists, the Company will fill the opening in the following manner:

- Award the opening to the senior full-time employee in the same classification that has had a written request on file with the employer a minimum of fourteen (14) calendar days. If no full-time employee has a written request on file with the employer, the Company may then fill the opening as follows;
- Award the opening to the senior part-time employee in the same classification, that has had a written request on file with the employer a minimum of fourteen (14) days. If no part-time employee has a written request on file with the employer, the Company may then fill the opening as follows;
- Post a notice of the opening to all full-time and part-time employees in the same classification; giving those employees seven (7) calendar days to request being awarded the opening in writing, and awarding the opening to the senior full-time employee that requested the opening in writing within the seven (7) calendar days. If no full-time employee requested the position, it will be given to the senior part-time employee who requested the opening in writing within the seven (7) calendar days. If no full-time or part-time employee requests being awarded the opening in writing within seven (7) calendar days, the Company may then fill the opening as follows,
- Post a notice of the opening to all full-time and part-time members of the bargaining unit currently working in a different classification, but meeting all qualifications for the classification in which the opening exists, giving those employees seven (7) calendar days

to request being awarded the opening in writing, and awarding the opening to the senior full-time employee that requested the opening in writing within the seven (7) calendar days. If no full-time employee requested the opening within seven (7) calendar days, the Company will then award the opening to the senior part-time employee that requested the opening in writing within the seven (7) calendar days. If no full-time or part-time member of the bargaining unit requests the opening in writing within seven (7) calendar days of the notification of the opening, the Company may then fill the opening as follows;

- Fill the opening from other Employer Locations represented by the union and then from outside the bargaining unit.

ARTICLE #9

DISCHARGES

- A. The Employer shall have the right to discharge, discipline or suspend an employee for just cause.
- B. Any employee not granted a security clearance that is required by the controlling governmental agency shall be discharged without resource to grievance or arbitration procedures.

ARTICLE #10

GRIEVANCE AND ARBITRATION PROCEDURE

- A. **Definition.** A grievance shall be defined as any dispute concerning the application or interpretation of this Agreement, or any dispute concerning wages, hours, or working conditions of employees covered by this Agreement.
- B. **Informal Procedure.** The parties shall attempt to resolve all disputes arising in connection with this Agreement on an informal basis. If the parties are unable to resolve such dispute in the manner provided in this paragraph B. the party making the claim shall, within the applicable time limit set forth below, serve a written grievance on the other party. When the company requests a meeting with Union committee men during working hours the committee men will not be docked for time lost in attending such meeting. However, pay for such meeting shall not extend to hours in excess of eight (8) in one work day and no overtime shall be paid. In the event of grievance on the graveyard shift, the company agrees to meet with the union at 0700 am during regular workdays for the purpose of discussing the grievance.

C. Suspension, Layoff and Discharges

Step 1

1. Suspension or discharge shall be for just cause only. Any grievance relating to the suspension, layoff or discharge of an employee whose job classification is covered by this Agreement must be served in writing on the Contract Manager within ten (10) working days of the date upon which the suspension, layoff or discharge was effective, or the grievance shall be null and void.
2. The contract manager and a representative of the Union shall meet within seven (7) working days of the service of said grievance for the purpose of discussing and, if possible, settling said grievance. The Employer shall give to the Union its answer to the grievance and its reasons therefor within three (3) working days of the conclusion of such meeting. If the grievance is not settled, then:

Step 2

1. The Employer, or his or her designated representative, and the Union President and the International Union Representative, or their designated representative, shall meet within five (5) working days after receipt of the Employer's answer to the second step of this grievance procedure, or within ten (10) working days of the meeting with the Contract Manager if no such answer is served, for the purpose of discussing and, if possible, settling said grievance. If a settlement cannot be reached within five (5) working days from the meeting, the Local Chapter Union will refer the grievance to the International Union for review to request arbitration. If the grievance is not settled, then:

Step 3

1. Either party may make a written request for arbitration. The written request must be served on either the Contract Manager, or President of the Local Chapter Union. If such request is not served on the other party within ten (10) working days of the conclusion of the procedures set forth in subparagraph 2 of this paragraph C, the grievance shall be null and void for all purposes.

D. All Other Grievances

1. All grievances not subject to paragraph C of this Article must be served in writing on the other party (Contract Manager or President of the Local Chapter Union) within ten (10) working days of the occurrence or discovery which gave rise to the dispute, or the grievance shall be null and void for all purposes.
2. The contract manager and a representative of the Union shall meet within seven (7) working days of the conclusion of such meeting. If the grievance is not settled, then:

3. The Employer, or his or her designated representative, and the Local Chapter Union President and the International Union Representative, or their designated representative, shall meet within five (5) working days after the receipt of the Employer's answer to the second step of this grievance procedure, or within ten (10) working days of the meeting with the Contract Manager if no such answer is served, for the purpose of discussing and, if possible, settling said grievance. If a settlement cannot be reached within five (5) working days from the meeting, the Local Chapter Union will refer the grievance to the International Union for review to request arbitration. If the grievance is not settled, then:

4. Either party may make a written request for arbitration. If such request is not served on the other party within ten (10) working days if the conclusion of the procedures set forth in subparagraph 3 of this paragraph D, the grievance shall be null and void for all purposes.

E. Arbitration

1. Whenever a timely request for arbitration has been made pursuant to this Article, the Employer and the Union's representative shall meet within ten (10) working days of the date the request for arbitration was served on the other party for the purpose of selecting an impartial arbitrator.

2. If the parties are unable to agree upon an impartial arbitrator, the party requesting arbitration shall mail a written request for a list of seven (7) arbitrators to the Federal Mediation and Conciliation Service within ten (10) working days of the conclusion of the meeting provided for in subparagraph 1 of this paragraph E.

3. The parties shall meet within five (5) working days of the day of the receipt of said list for the purpose of attempting to select one of the individuals named on said list. If they are unable to do so, the party, which filed the grievance, shall strike three (3) names. The other party shall then strike three (3) names. The individual whose name remains shall be selected as the impartial arbitrator.

4. The arbitrator's decision shall be final and binding on the parties and any affected employee whose job classification is covered by this Agreement. Said decision shall be issued in writing not more than thirty (30) days after the close of the arbitration or the filing of briefs, if any, whichever is later.

5. The arbitrator shall have no authority to amend, modify, change, add to, or subtract from any of the terms or conditions of this Agreement or to base a decision on any past practice which is inconsistent with the provisions of this Agreement.

6. The losing party shall pay the reasonable fees and expenses of the arbitrator.

7. Time limits set forth herein may be extended only by mutual agreement of the union and the company.

ARTICLE #11

DISCIPLINARY ACTION

- A. Disciplinary action will consist of a verbal warning, a written warning and suspension or termination. The Employer may not skip one or more of these steps, depending on the severity of actions causing the disciplinary action.
- B. Any time an employee is to be interviewed and disciplinary action may be taken, they shall have a Union representative present. Both the employee and Union representative are entitled to know what the meeting is about and are entitled to consult prior to the interview.
- C. When the company request a meeting in reference to a disciplinary action those persons required to be present in excess of their eight (8) hour shift will be paid for the reasonable time spent.

ARTICLE #12

OVERTIME

- A. Overtime pay is calculated at one and one-half (1 and ½) times the employee's regular rate for all hours worked over forty (40) hours in one (1) workweek. Hours paid that are not worked, e.g. holidays, and vacations, do not count as hours worked for overtime purposes, this includes hours-spent conducting union business.
- B. Overtime Assignment
 - (1) Bargaining Unit Employees will be expected to work reasonable overtime assignments. A list of volunteers shall be compiled by seniority for each shift. When the senior volunteer works overtime his name will go to the bottom of the list.
 - (2) When a Bargaining Unit Employee is next on the list, and cannot work because of personal reasons, he/she will be passed over and the next Bargaining Unit Employee on the list will work overtime and the Bargaining Unit Employee name who turned down the overtime assignment will be next in turn for overtime.
 - (3) Mandatory Overtime: Inverse to voluntary in that the Bargaining Unit Employee with the least seniority will be required to meet the overtime requirement. This includes involuntary call-in, which results in overtime.
- B. Employees shall be permitted to make trades of work days with other employees, provided each employee is qualified to perform the duties, and provided that the

trade will not cause the company to be required to pay overtime or other compensation greater than what it would be required to pay if the trade was not made. All trades will be approved in advance by the Contract Manager (Site Captain).

(NOTE: The federal law states that any employee who works over 40 hours in any given work week shall receive overtime, therefore the trade must take place in the same workweek for pay).

(1) The Site Captain and no other supervisor can approve the trade. If the Site Captain is on vacation or away for reasons other than his regular days off the acting supervisor must have the trade approved by the acting Site Captain or Contract Manager or his assistant or the trade will not take place.

(2) It is agreed that Bargaining Unit Employees will not be given time off in order to offset the payment of overtime.

ARTICLE #13

WAGES

A. All employees shall receive not less than the minimum wage rate as set forth in the scheduled job titles and wage rates as reflected in Appendix "A" attached hereto and made a part hereof.

B. In the event employee reports to work for their shift without having been notified not to report, and work is not available, the employee shall be paid four (4) hours reporting pay at their regular rate of pay, including all benefits and allowances. Acts of God and failure of equipment beyond the Contractor's control shall nullify the Contractor's requirement to pay such reporting time pay.

C. The Employer recognizes the fact that there are times when inclement weather, a natural disaster or any other planned or unplanned event may close a Court House or Government Building where his employees are assigned. In the event that a closing occurs, employees will be excused and paid up to three days pay, per contract year.

D. Shift Differential:

(1) Employees assigned to work between the hours of 1800 (6 PM) to 0600 (6AM) shall receive an additional 5% of their base hourly rate.

ARTICLE #14

LEAVES OF ABSENCE

- A. A leave of absence may be granted in the Employer's sole discretion for personal reasons for a period not to exceed thirty (30) days upon written application. Leaves of absence with the exception of paragraph E, shall not be granted for employees to work elsewhere.
- B. An employee, upon presentation of a certificate from a doctor, may be granted a medical leave of absence not to exceed Twelve (12) weeks, except in case of an industrial accident wherein the employee shall be granted a leave of absence, if needed. A doctor's certificate may be required stating the employee is physically able to perform the available work before the employee will be allowed to return to work.
- C. All requests and approvals for leave of absence must be in writing.
- D. Leaves of absence for the performance of duty with the U.S. Armed Forces or with a component thereof shall be granted in accordance with applicable law. An employee must furnish the Employer with a copy of his or her orders within five (5) days of receipt of such orders.
- E. An employee who becomes a duly elected or appointed Union Official shall be granted a leave of absence for the duration required to perform the duties of the position which he or she was elected or appointed.
- F. All leave of absence under this article is without pay, benefits, or allowance.

ARTICLE #15

BULLETIN BOARD

The Union shall provide an appropriate bulletin board exclusively for the use of the Union for the posting of notices, such as:

- 1. Notices of Union recreational and social affairs;
- 2. Notices of Union elections;
- 3. Notices of Union appointments and results of Union elections;

- 4. Notices of Union meeting;
 - 5. Union updates of negotiations.
- B. There shall be no other distribution, by employees or the Company, of notices, pamphlets, advertising or political matters in work areas.
- C. Employer has no say in the use of bulletin board.

ARTICLE #16

BEREAVEMENT LEAVE

- A. Effective October 1, 1999, Funeral Leave. If it is necessary for an employee to lose time from work because of death in the immediate family, the employee shall be entitled to three (3) days paid leave of absence at his or her straight-time rate of pay. If a death in the immediate family occurs among a member of the immediate family who resided out-of state, the employee shall be entitled to five (5) days paid leave of absence at the employee's straight-time rate of pay.
- B. Immediate Family. This is defined to mean an employee's father, mother, spouse, sister, brother, children (including legally adopted children and/or stepchildren), father-in-law, mother-in-law, sister-in-law, brother-in-law, grandparents, and grandchildren.
- C. The Employer may require proof of the death for which an employee requests a paid leave.

ARTICLE #17

TEMPORARY ASSIGNMENTS

- A. The Employer may temporarily assign an employee from a lower to a higher classification of work during any shift. The employee will receive the rate of pay for the higher classification for all time spent in the higher classification. An employee assigned to work in a lower classification will not have his rate of pay reduced.

ARTICLE #18

HOLIDAYS

Effective October 1, 1999, all full-time employees will receive eight (8) hours' pay at their normal hourly rate, for the following Twelve (12) holidays:

New Year's Day	*Thanksgiving Day
Independence Day	Martin Luther King Jr. Birthday
Veterans Day	Memorial Day
Columbus Day	Washington's Birthday
*Christmas Day	Labor Day
Good Friday	Employees Birthday

- B. The twelve (12) holidays shall be paid for regardless of the day of the week on which they fall. Part-time employees will receive pro-rated holidays based on average hours worked.
- C. The employee who is requested and agrees to work on any of the above named holidays but fails to report to work for such holiday shall not receive holiday pay, and shall be subject to discipline.
- D. Employees assign to work Christmas and Thanksgiving will receive Time and Half, plus the eight (8) hours holiday pay.
- E. Part-time employees will receive holiday pay prorated based on average hours worked per week.

ARTICLE #19

VACATIONS

- A. Effective October 1, 1999, Full Time employees covered by this Agreement who have continuously been employed within the bargaining unit for a period of One (1) year and One (1) day shall receive two (2) weeks paid vacation based on eighty (80) hours at their regular rates of pay.
- B. Full-time employees covered by this Agreement who have been continuously employed for a period of Five (5) years and One (1) day shall receive four (4) weeks paid vacation Based on one hundred and sixty (160) straight-time hours at their normal rate of pay.
- C. Full-time employees covered by this agreement who have been continuously employed for a period of Ten years (10) and One (1) day shall receive four and a half (4 1/2) weeks paid vacation based on one hundred and sixty (160) hours at their regular rates of pay.

- D. Full-time employees covered by this agreement who have been continuously employed for a period of Fifteen years (15) and One (1) day shall receive five (5) weeks paid vacation based on Two hundred (200) hours at their regular rates of pay.
- E. Part-time employees are eligible for vacation benefits on a pro-rata basis. For example, part-time employees have been continuously employed for one (1) year and who regularly work twenty (20) hours per week would be eligible to receive one (1) week paid vacation based on forty (40) hours at their regular rates of pay.
- F. Consistent with Employer approval, efficiency, and economy of operations, employees with two (2) or more week's vacation may take their vacation in segments of less than one (1) week each.
- G. Should a holiday occur during an employee's vacation, the employee shall receive one (1) additional day's vacation with pay, or pay in lieu thereof, at the option of the employee.
- H. Vacations, insofar as reasonably possible, shall be granted at the times most desired by the employee, after the employee's anniversary date; but, the assignment exclusively reserved for the Employer, in order to ensure the orderly operation of the customer's facilities.
- I. If an employee (Full/Part time) does not reach his/her anniversary date plus one (1) day they will not received vacation pay.
- J. The parties agree that the bargaining unit members currently entitled to more vacation leave than provided in this article will not lose their entitlement.

ARTICLE #20

SICK/PERSONAL LEAVE BENEFITS

- A. Effective October 1, 1999 Regular employees with One (1) year of continuous service shall be eligible for paid sick/Personal leave benefits of nine (9) days for each twelve (12) months of continuous service, this benefit will be provided on October 1st. of each contract year, subject to the following conditions:
 - (1) Sick Leave will be payable for full days of absence due to illness commencing on the first (1st) consecutive day of illness, and will not be paid for more than eight (8) hours at the employee's regular straight time rate for each day the employee is eligible to receive sick pay. Sick leave will not be considered as time worked for purposes of computing overtime.
 - (2) Proof of disability or the Employer may require sickness after three consecutive days of absence.

(3) Personal leave will be granted as long as the employee provides the employer a written notice seven (7) days in advance.

(4) Sick/Personal leave shall ~~not~~ accrue from year to year. Employer ^{May} ~~will~~ cash out any unused Sick/Personal Leave at the end of each year, payment shall be made no later than Thirty (30) days of each annual year, *At The Request Of The Employee.*

ARTICLE #21

JURY SERVICE

- A. Effective October 1, 1999, if an employee is called for jury duty, upon written notice that the employee has served, the Employer shall reimburse employee up to Five (5) days for each year, less all fees collected for serving, at a regular rate of base pay.
- B. This will be prorated for all part-time employees. Transportation fees to employees are not to be counted as jury duty pay. If any employee is called as a witness to a crime on the facility, then he shall be compensated for all time lost.
- C. Employee must inform their Company immediately in writing upon receiving a notice to report for jury service. The Employer reserves the right to request an exemption.

ARTICLE #22

STEWARDS

The Employer agrees to recognize one (1) chief steward and one (1) steward for each shift at the location, duly appointed by the Union. Stewards shall not allow their activities as stewards to interfere with the performance of their assigned duties. A steward must obtain permission from his or her immediate supervisor before leaving the workstation to conduct Union business. However, permission to leave a workstation will not be reasonably denied. The Employer shall compensate stewards for time spent investigating or conferring with respect to an individual grievance, which arises during the steward's regular working time.

A steward who leaves his or her work station to conduct any other Union business after obtaining such permission shall clock out at the time that he or she leaves the work station and shall clock in at the time that he or she returns to the work station after completing such Union business. The Employer shall not compensate stewards for such time spent on Union business. The Union shall give the Employer not less than forty-eight (48) hours prior notice before appointing or removing a steward.

However, the Employer recognizes the need for union orientation, representation and training. Therefore, both the local union chapter President and Vice President will be

provided up to forty (40) hours of official time per contract year to attend union sponsored training programs.

ARTICLE #23

PHYSICAL EXAMINATIONS

The Employer may require, as a condition of initial and continued employment, that applicants and employees submit to physical examinations including Physical Agility and endurance tests, to determine fitness for duty. Such examinations may include laboratory tests to detect the presence of alcohol or illicit drugs. Such laboratory tests may be administered before the commencement of work, after layoffs or leaves of absence in excess of thirty (30) calendar days, after on-the job accidents, and upon reasonable suspicion of drug or alcohol use or impairment. The Employer may also require employees to undergo such laboratory tests on an annual basis. When required, such annual examinations will be given within fifteen (15) days of an employee's anniversary date. The Employer shall bear the cost of any such physical examinations.

ARTICLE #24

UNION SECURITY AND MEMBERSHIP

Any employee who is not a member of the Union at the time this Agreement becomes effective shall become a member of the Union within ten (10) days after the thirtieth (30) day following the effective date of this Agreement or within ten (10) days following employment, whichever is later, and shall remain a member of the Union, to the extent of paying an initiation fee and membership dues uniformly required as a condition of acquiring or retaining membership in the Union in an amount sufficient to reimburse the Union for all chargeable expenses as permitted by law, whenever employed under, and for the duration of this Agreement.

The Company will deduct from wages of any employee covered by this Agreement said employee's dues and initiation fees as a member of the Union upon receiving the employee's individual written authorization for the Company to make such deductions signed by the employee. Authorization forms are to be provided by the Union. The Company will pay to the proper officers of the Union the wages withheld for such dues and initiation fees. The remittances shall be accompanied by a list showing individual names, social security numbers, dates hired, and amounts deducted. The total remittances are to be made not later than five (5) days after the date of the deduction. The Union shall advise the Company of the amount of initiation fees and dues to be deducted. Payment for membership dues shall not be required as a condition of employment during leaves of absence without pay in excess of thirty (30) days. The Company will notify the Union of newly hired employees covered by the Agreement, including the name, social security number, address, job classification and hire date of such employee on a monthly basis.

The Union agrees to indemnify and save the Company harm-less against any claim, suits, judgements, or liabilities of any sort whatsoever arising out of the Company's compliance with the provisions of this article.

ARTICLE #25

STRIKES AND LOCKOUTS

- A. No Strike-No Lockout Provision. It is the intention of the parties to adjust any and all claims, disputes, or grievances arising hereunder by resort to the procedures provided in this Agreement, and it is therefore agreed that during the life of this Agreement there shall be no cessation of work, whether by strike, walkout, lockout, sick-out, picketing, or other interference with or curtailment of production of any kind, including sympathy strikes.
- B. Strike Lines. During the life of this Agreement, a refusal by an employee or employees to cross a strike line at the employees' regular place of employment, established by the Union or established by any other labor organization or established by any other group, shall constitute a violation of-Section A of this Article.

The Union agrees as part of the consideration of this Agreement that it will, within twelve (12) hours, take steps to end any work stoppages, strikes, intentional slowdown, picketing, or suspension of work, and shall notify its' members by telephone, newspaper and Employer and Union bulletin boards of such violation of this Agreement and shall instruct its membership to return to work immediately.

The Union agrees that it will not assist employees participating in such work stoppage, strikes, intentional slow-downs, picketing, or suspension of work against whatever disciplinary action the Employer may take and that such disciplinary action shall not be subject to the regular Grievance Procedure or to this Agreement.

ARTICLE #26

HEALTH AND WELFARE

- A. To be eligible for Health & Welfare an employee must be a regular employee and work a minimum average of twenty (20) hours per week.
- B. The employer shall provide an hourly benefit for health and welfare coverage in accordance with the agreed to terms and wage schedules negotiated within this agreement.
- C. ~~The Employer shall provide a yearly leather and shoe allowance of \$150.00 per employee after one year of service, effective Dec. 1, 2000. The payment is to be~~

~~paid to each employee in the first pay period of December of each contract year.~~ 

- D. Any successor contractor or the company on renewal of the 4th Circuit Contract shall maintain the above listed benefits.

ARTICLE #27

RE-NEGOTIATION

- A. It is mutually agreed upon that three (3) months prior to the annual anniversary of this contract, wages and benefits may be re-negotiated with the consent of both parties.

ARTICLE #28

TERMS OF AGREEMENT

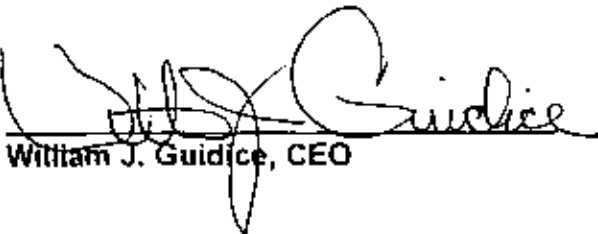
THIS AGREEMENT shall remain in full force and effect from April 1, 1999 through September 30, 2003, subject to the following, and shall continue from year to year thereafter. The parties by mutual consent can modify or change this agreement.

IN WITNESS WHEREOF, the duly chose representatives of the parties herein affirm that they have the authority to enter into this Agreement on behalf of themselves and their principal and hereto affix their hand and seal.

Executed on the 26th day of May 1999 and amended August 31, 1999.

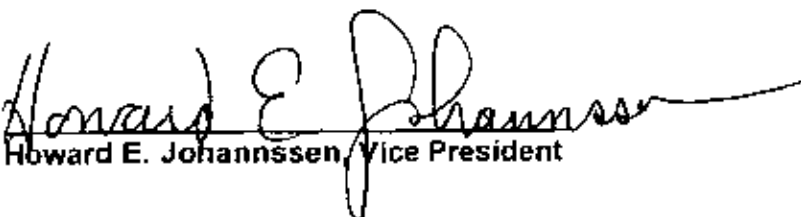
FOR

United International Investigative Services


William J. Guidice, CEO

FOR

Federation of Police, Security and Correction Officers, (FOPSCO)


Howard E. Johannssen, Vice President

APPENDIX "A"

Attached by work location and circuit.


MEMORANDUM OF UNDERSTANDING

The Employer has proposed a change in payroll disbursement procedures. The changes will enable the employer to be more responsive, efficient and accountable in the future. The changes agreed to by the parties are as follows:

1. Union members will be regularly paid on the tenth (10th) and twenty ^{Six (26th)} ~~five (25th)~~ of every month.
2. Union members will be paid for all hours worked and/or covered paid time as established by the parties collective bargaining agreement.
3. When ever a payday falls on a Holiday that falls on a Saturday ~~or Sunday~~, Union members will be paid the Friday preceding the Holiday.
4. When ever a payday falls on a Holiday during the work week, Union members will be paid the preceding day to the Holiday.
5. When ever a payday falls on a Saturday, Union members will be paid the Friday preceding the Saturday.
6. When ever a payday falls on a Sunday, Union members will be paid the Monday following the Sunday.
7. ~~The Employer will, within 120 days, establish a procedure to allow all union members to initiate a direct payroll deposit to a financial institution of their own choosing.~~
8. The Employer will forward all union dues to FOPSCO - APSPA within five days after each pay period. In addition, the Employer will forward a computerized list of all union dues collected. The list will contain employees name, social security number, dues amount withheld, status (Part-Time or Full time) and hourly base rate of pay.

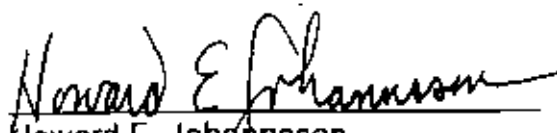
Dated: 09/01/99

For UIIS


William J. Guidice
CEO

and

For FOPSCO/AFSPA


Howard E. Johansson
Vice President

Article 28 - Final Agreement - 8/17/99 Package on wages and other issues

Local Chapter	Effective Oct. 1, 1999	Effective Oct. 1, 2000	Effective Oct. 1, 2001	Effective Oct. 1, 2002	Oct. 1, 2003 Negotiate in Spring 2003
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Baltimore, MD

CSO	\$16.77	\$18.03	\$19.38	\$20.83
LC SO	\$18.52	\$19.78	\$21.13	\$22.58
Senior LC SO	\$19.52 <i>W</i>	\$20.78	\$22.13	\$23.58
Health & Welfare	\$1.65 1.63	\$1.93	\$2.02	\$2.10
Pension	\$1.00	\$1.05	\$1.11	\$1.18
Uniform Allowance	\$0.42	\$0.44	\$0.46	\$0.48

Note: This wage readjustment proposal requires that the CBA Articles listed below are amended as described in attached CBA.

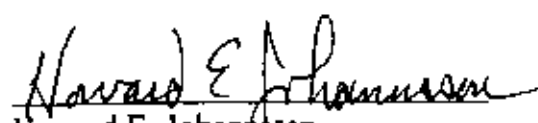
1. Article 13, Wages as amended.
2. Article 19, Vacations as amended.
3. Article 20, Sick/Personal Leave as amended.
4. Article 22, Stewards as amended.
5. Article 26, Health and Welfare as amended.
6. Article 27, Re-negotiations as amended.

For UIIS


William J. Guidice
CEO

and

For FOPSCO/AFSPA


Howard E. Johannsen
Vice President

Article 28 -

Local Chapter	Effective Oct. 1, 2001	Effective Oct. 1, 2002	Oct. 1, 2003 Negotiate in Spring 2003
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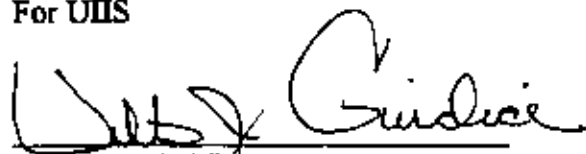
Greenbelt and Hyattsville, MD

CSO	\$20.89	\$22.46
LCSO	\$22.64	\$24.21
Senior LCSO	\$23.64	\$25.21
Health & Welfare	\$2.02	\$2.10
Pension	\$1.11	\$1.18
Uniform Allowance	\$0.46	\$0.48

Note: This wage readjustment proposal requires that the CBA Articles listed below are amended as described in attached CBA.

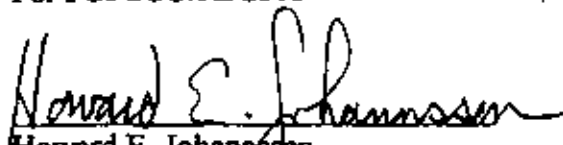
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4. Article 22, Stewards as amended.
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6. Article 27, Re-negotiations as amended.

For UIIS


William J. Guidice
CEO

and

For FOPSCO/AFSPA


Howard E. Johannsen
Vice President

Article 28 - Final Agreement - 6/17/99 Package on wages and other issues

Local Chapter	Effective Oct. 1, 1999	Effective Oct. 1, 2000	Effective Oct. 1, 2001	Effective Oct. 1, 2002	Oct. 1, 2003 Negotiate in Spring 2003
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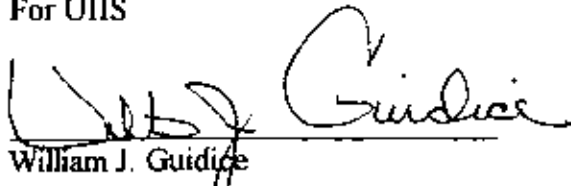
Alexandria, VA

CSO	\$18.07	\$19.43	\$20.89	\$22.46	
LCSO	\$19.82	\$21.18	\$22.64	\$24.21	
Senior LCSO	\$20.82	\$22.18	\$23.64	\$25.21	
Health & Welfare	\$1.63 1.63	\$1.93	\$2.02	\$2.10	
Pension	\$1.00	\$1.05	\$1.11	\$1.18	
Uniform Allowance	\$0.42	\$0.44	\$0.46	\$0.48	

Note: This wage readjustment proposal requires that the CBA Articles listed below are amended as described in attached CBA.

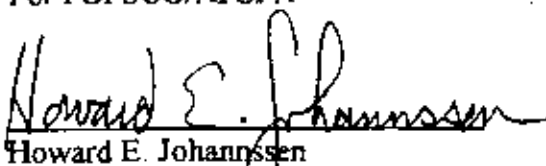
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6. Article 27, Re-negotiations as amended.

For UIIS


William J. Guidice
CEO

and

For FOPSCO/AFSPA


Howard E. Johannsen
Vice President

Article 28 - Final Agreement - 6/17/99 Package on wages and other issues

Local Chapters	Effective Oct. 1, 1999	Effective Oct. 1, 2000	Effective Oct. 1, 2001	Effective Oct. 1, 2002	Oct. 1, 2003 Negotiate in Spring 2003
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Norfolk, VA
Newport News, VA

CSO	\$13.72	\$14.75	\$15.86	\$17.05
LCSO	\$15.47	\$16.50	\$17.61	\$18.80
Senior LCSO	\$16.47	\$17.50	\$18.61	\$19.80
Health & Welfare	\$1.69 ^{1.63}	\$1.93	\$2.02	\$2.10
Pension	\$1.00	\$1.05	\$1.11	\$1.18
Uniform Allowance	\$0.42	\$0.44	\$0.46	\$0.48

Note: This wage readjustment proposal requires that the CBA Articles listed below are amended as described in attached CBA.

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2. Article 19, Vacations as amended.
3. Article 20, Sick/Personal Leave as amended.
4. Article 22, Stewards as amended.
5. Article 26, Health and Welfare as amended.
6. Article 27, Re-negotiations as amended.

For UIIS


William J. Guidice
CEO

and

For FOPSCO/AFSPA


Howard E. Johannessen
Vice President

Article 28 - Final Agreement - 8/17/99 Package on wages and other issues

Local Chapters	Effective Oct. 1, 1999	Effective Oct. 1, 2000	Effective Oct. 1, 2001	Effective Oct. 1, 2002	Oct. 1, 2003 Negotiate in Spring 2003
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Columbia, SC

Florence, SC


Anderson, SC

CSO	\$14.16	\$15.22	\$16.36	\$17.59
LCSC	\$15.91	\$16.97	\$18.11	\$19.34
Senior LCSC	\$16.91	\$17.97	\$19.11	\$20.34
Health & Welfare	\$1.69 1.63	\$1.93	\$2.02	\$2.10
Pension	\$1.00	\$1.05	\$1.11	\$1.18
Uniform Allowance	\$0.42	\$0.44	\$0.46	\$0.48

Note: This wage readjustment proposal requires that the CBA Articles listed below are amended as described in attached CBA.

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3. Article 20, Sick/Personal Leave as amended.
4. Article 22, Stewards as amended.
5. Article 26, Health and Welfare as amended.
6. Article 27, Re-negotiations as amended.

For UIIS


William J. Guidice
CEO

and

For FOPSCO/AFSPA


Howard E. Johansson
Vice President



UNITED INTERNATIONAL INVESTIGATIVE SERVICES

180 N. Riverview Drive, Suite 100
 Anaheim, California 92808 U.S.A.
 (714) 974-2211
 (714) 998-6502 Facsimile

James C. Wisener
 President
 jwisener@uiis.com

July 26, 2001

Sent via Facsimile
 (410) 269-4296

Mr. Howard E. Johannsen
 President, FOPSCO
 P.O. Box 127
 Friendship, MD 20758

Subject: Addendum to Collective Bargaining Agreement dated April 1, 1999 - September 30, 2003 between Federation of Police, Security and Correction Officers (FOPSCO/AFSPA) and United International Investigative Services, Inc. (UIIS)


Dear Mr. Johannsen:

Pursuant to the collective bargaining negotiations between United International Investigative Services (UIIS) and the Federation of Police, Security and Correction Officers (FOPSCO/AFSPA), UIIS agrees to amend the current collective bargaining agreement as follows:


1. UIIS will switch from the current payroll cycle of semi-monthly to every two weeks (bi-weekly) as soon as practical. UIIS anticipates the switch of payroll cycles sometime after the year. FOPSCO/AFSPA agrees to change Article # 4, Sections "A" and "B" to read as follows:
 - A. "Full time employees are those employees who regularly work an average of thirty-two (32) hours or more a week".
 - B. "Employees working between twenty and thirty-two (20-32) hours are eligible for holiday pay, and vacation leave benefits, and all other benefits on a pro-rata basis in the hours they are regularly scheduled to work".
2. UIIS agrees to require employees wishing to participate in the 401-K, participate in the Union sponsored and/or provided 401-K plan only.

Mr. Johannsen, should there need to be any further discussions relative to the above, please phone me as soon as possible.

Executed on this 26th day of July 2001


 James C. Wisener
 President, UIIS

JCW/jgs


 Howard E. Johannsen
 President, FOPSCO



Federation of Police, Security and Correction Officers - AFSPA

July 30, 2001

Via: Telefax and USPS Priority Mail

Mrs. Kathleen Guidice, CEO
United International Investigative Services, Inc.
180 North Riverview Drive
Suite 100
Anaheim, CA 92808

Howard E. Johannssen
President

Mary Jo Maneri
Secretary/Treasurer

Henry Schickling
Business Manager

Manchester Brooks, Jr.
1st Vice President

Jim Jones
2nd Vice President

Re: Greenbelt and Hyattsville, MD Agreement
Via: Fax & US Priority Mail

Dear Mrs. Guidice:

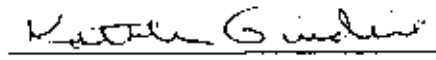
This letter will serve as our agreement that the Greenbelt and Hyattsville, MD Court Security Officers for the USMS Fourth Circuit are included and covered by the existing CBA as per Article #1. We further agree that the existing wages and benefits will continue until midnight (11:59 pm) September 30, 2001. Effective October 1, 2001, wages and benefits will be adjusted to equal the same wages and benefits paid to other CSO's covered by the current CBA working within the same DOL Wage Determination Area. It is our understanding that the CSO's working in the Federal Court House in Alexandria, VA are in the same DOL Wage Determination Area.

In closing, we are pleased to conclude our negotiations to reflect a circuit wide agreement that treats everyone fairly and equally. Please sign and return a copy of this agreement for our files.

Sincerely,


Howard E. Johannssen
President

Agreed upon for UHS:


Kathleen Guidice
CEO

cc: Alexandria Local Chapter, President
S. Kalban, Esquire
File

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Rahway, NJ 07065
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732-388-5620 Fax
My-Union@fopsco-afspa.org

Office of the President:
P.O. Box 23
Friendship, MD 20758
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